

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

iHeart Media + Entertainment, Inc.,)	C.A. No.: 2:24-cv-04896-RMG
)	
Plaintiff,)	COMPLAINT
)	<i>(Breach of Contract)</i>
v.)	<i>(Account Stated)</i>
)	<i>(Implied Contract)</i>
Lowcountry Contractors SC, LLC,)	<i>(Quantum Meruit)</i>
)	
Defendant.)	Nonjury
)	

The Plaintiff above named, complaining of the Defendant above named, alleges:

1. The Plaintiff is a limited liability company organized and existing pursuant to the laws of the State of Nevada with its principal place of business located in Texas, which at all relevant times was qualified to and did business within the State of South Carolina.

2. The Defendant is a limited liability company organized and existing pursuant to the laws of the State of South Carolina, with its principal place of business located within Charleston County.

3. The amount in controversy herein exceeds the amount of Seventy-Five Thousand and no/100 (\$75,000.00) Dollars, exclusive of interest and costs.

4. This Court has jurisdiction over the subject matter hereon and the parties hereto pursuant to 18 U.S.C. §1332, and venue is appropriate in this Court pursuant to 18 U.S.C §1391.

FOR A FIRST CAUSE OF ACTION
(Breach of Contract)

5. The Plaintiff is in the business of operating radio stations throughout the country, and operates radio stations located within the Charleston South Carolina media market.

6. In conjunction with the operation of its radio stations, the Plaintiff raises revenue and income to fund its operations through the sale of radio advertising in the relevant market.

7. In March 2021, the Defendant placed an order for advertising to be run on its behalf, and directed that the billing therefor be directed to it for payment.

8. The Plaintiff accepted the order for advertising, and provided and ran advertising services for the Defendant from March 2021 through November 2022.

9. The Plaintiff provided advertising services to the Defendant with a value of Two Hundred Forty-Two Thousand, Eight Hundred Thirty-Five and 36/100 (\$242,835.36) Dollars based upon the order for advertising placed by the Defendant's agent.

10. The Plaintiff has demanded that Defendant pay the value of the advertising provided in the amount of Two Hundred Forty-Two Thousand, Eight Hundred Thirty-Five and 36/100 (\$242,835.36) Dollars, but the said Defendant has failed and refused to pay the same.

11. The failure of the Defendant to make payment for advertising services provided constitutes a breach of contract by the Defendant.

12. Plaintiff is informed and believes that it is entitled to interest on the unpaid balance at the rate of 8.75% per annum as provided for in S.C. Code Ann. §34-31-20.

13. The Plaintiff is entitled to judgment against the Defendant under the first cause of action in the principal sum of Two Hundred Forty-Two Thousand, Eight Hundred Thirty-Five and 36/100 (\$242,835.36) Dollars, plus interest on the unpaid balance at the rate of 8.75% per annum to the date of judgment.

FOR A SECOND CAUSE OF ACTION
(Account Stated)

14. The allegations of Paragraphs One (1) through Thirteen (13) herein are realleged as if repeated herein verbatim.

15. Prior to the advertising services provided as alleged hereinabove, the Defendant requested and the Plaintiff provided advertising services to the Defendant and ran an account balance for the said advertising, which was paid by the Defendant.

16. The balance due for advertising services hereinabove described and provided

constitutes an account stated by the Plaintiff to the Defendant.

17. The Plaintiff and Defendant have heretofore expressly and/or impliedly agreed that the balance claimed for the advertising services are were to be paid.

18. Despite the aforesaid account stated, the Defendant has failed and refused to pay the balance due under the aforesaid services.

19. The Plaintiff is entitled to judgment against the Defendant under the Second Cause of Action for an account stated in the principal sum of Two Hundred Forty-Two Thousand, Eight Hundred Thirty-Five and 36/100 (\$242,835.36) Dollars, plus interest on the unpaid balance at the rate of 8.75% per annum to the date of judgment.

FOR A THIRD CAUSE OF ACTION
(Implied Contract)

20. The allegations of Paragraphs One (1) through Thirteen (13) herein are realleged as if repeated herein verbatim.

21. The Plaintiff provided advertising services to the Defendant for the terms set forth in the First Cause of Action, which conferred a benefit to the Defendant, benefitting the Defendant in the operation and conduct of its business, and providing benefits to the Defendant.

22. The Defendant realized the benefits of the said advertising services, actually conducted operations utilizing leads provided by such services during the course of those services.

23. The Defendant utilized such benefits for the operation of its business, and it would be inequitable to permit the Defendant to retain such benefits without paying the reasonable value therefore.

24. Pursuant to applicable law, the reasonable value of the unpaid portion of the advertising services is Two Hundred Forty-Two Thousand, Eight Hundred Thirty-Five and 36/100 (\$242,835.36) Dollars.

25. In the event that this Court determines that the parties did not have an express contract, the Plaintiff is entitled to judgment against the Defendant under the Third Cause of Action

for an implied contract in the principal sum of Two Hundred Forty-Two Thousand, Eight Hundred Thirty-Five and 36/100 (\$242,835.36) Dollars, plus interest on the unpaid balance at the rate of 8.75% per annum to the date of judgment.

FOR A FOURTH CAUSE OF ACTION
(Quantum Meruit)

26. The allegations of Paragraphs One (1) through Thirteen (13) herein are realleged as if repeated herein verbatim.

27. The Plaintiff provided advertising services to the Defendant for the period set forth in the First Cause of Action, which conferred a benefit to the Defendant, allowing it to operate and conduct business, and providing benefits to the Defendant.

28. The Defendant accepted and used the benefits of the said advertising services, actually conducted operations during such period by reason of the provision of such services.

29. The Defendant knew, or reasonable should have known that the Plaintiff expected to be paid for the advertising services provided to the Defendant.

30. The reasonable value of the advertising services is Two Hundred Forty-Two Thousand, Eight Hundred Thirty-Five and 36/100 (\$242,835.36) Dollars.

31. In the event that this Court determines that the parties did not have an express contract, the Plaintiff is entitled to judgment against the Defendant under the Fourth Cause of Action for quantum meruit in the principal sum of Two Hundred Forty-Two Thousand, Eight Hundred Thirty-Five and 36/100 (\$242,835.36) Dollars, plus interest on the unpaid balance at the rate of 8.75% per annum to the date of judgment.

WHEREFORE, having fully complained of the Defendant, the Plaintiff prays that this Court accept jurisdiction hereof and issue judgment as follows:

A. Under the First Cause of Action in the amount of Two Hundred Forty-Two Thousand, Eight Hundred Thirty-Five and 36/100 (\$242,835.36) Dollars, plus interest on the unpaid balance at the rate of 8.75% per annum to the date of judgment, plus the costs of this action;

B. In the alternative, under the Second Cause of Action in the principal sum Two Hundred Forty-Two Thousand, Eight Hundred Thirty-Five and 36/100 (\$242,835.36) Dollars plus interest on the unpaid balance at the rate of 8.75% per annum to the date of judgment;

C. In the alternative, under the Third Cause of Action in the principal sum of Two Hundred Forty-Two Thousand, Eight Hundred Thirty-Five and 36/100 (\$242,835.36) Dollars, plus interest on the unpaid balance at the rate of 8.75% per annum to the date of judgment;

D. In the alternative, under the Fourth Cause of Action in the principal sum of Two Hundred Forty-Two Thousand, Eight Hundred Thirty-Five and 36/100 (\$242,835.36) Dollars, plus interest on the unpaid balance at the rate of 8.75% per annum to the date of judgment; and

E. Such further relief as this Court may deem just and appropriate.

BERNSTEIN & BERNSTEIN, P.A.

/s/Robert A. Bernstein
Robert A. Bernstein Fed. ID No. 1311
5418-B Rivers Avenue
North Charleston, SC 29406
(843) 529-1111; (843) 529-0035 (fax)
rbernstein@bernsteinpa.com
ATTORNEYS FOR PLAINTIFF

September 6, 2024
Charleston, South Carolina